



**KUCHER**  
**STEELS**  
(1992) INC.

2042 70 Avenue  
Edmonton, Alberta  
T6P 1N6  
Phone: 780-440-4756  
Fax: 780440-1802  
www.kuchersteels.com

### Credit Application and Agreement

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Legal Name: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Federal Tax ID: \_\_\_\_\_ Corporation  LLC  Partnership  Individual Proprietorship

Type of Business: \_\_\_\_\_ Date Established: \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ A/P Contact: \_\_\_\_\_

Terms/Credit Requested: \_\_\_\_\_

### Owners or Officers

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Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

Full Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

### Credit References

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1) Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

2) Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

3) Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_

### Bank Reference

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Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Account Numbers: \_\_\_\_\_

**\*\* Please read & sign agreements, terms and conditions on the following page.**

## Agreements, Terms and Conditions

1. CUSTOMER'S ACCEPTANCE OF TERMS: Kucher Steels (1992) Inc., shall hereinafter be referred to as "The Company" and the applicant shall be referred to as "Customer". The Customer desires to purchase goods and/or services from The Company, and the Customer agrees in consideration thereof to be bound by the terms and conditions stated in this agreement. The Company hereby objects to any term or conditions at variance with, different from or additional to those terms and conditions stated herein unless such terms and conditions are hereafter set forth in writing signed by The Company. Anything herein to the contrary notwithstanding, no amendment to or waiver, modification or deletion of, any terms and conditions stated herein shall be deemed effective unless any such amendment, waiver, modification or deletion, as the case may be, shall have been approved and accepted in writing by an officer of The Company.
2. THE OPEN CREDIT ACCOUNT: The Company reserves the right to approve, approve with conditions or disapprove any requests for extension of credit in its sole discretion. The amount of credit extended to the Customer will be determined by The Company and may vary from time to time. Customer waives notice of any change in Customer's credit limit. All amounts charged to the open account are the Customer's responsibility. Customer agrees to pay any and all invoices, charges, fees and costs which Customer or any persons representing Customer incurs on Customer's account.
3. OPEN ACCOUNT PAYMENT TERMS: All sums owing The Company by Customer shall be paid in accordance with the terms and conditions stated on any invoice or quotation. In the absence of payment terms, The Company terms for Customer will be net 45 days. Customer agrees to notify The Company in writing of any error in any invoice with in ten(10) days after the date of that invoice. If not so notified that invoice will be deemed to be correct, and accepted as rendered.
4. CUSTOMER'S REPRESENTATIONS: Credit will be extended by The Company to Customer based on the information provided in this application. Customer agrees that any financial document provided to The Company are true and correct. The Company is authorized to check the Customer's credit background.
5. DEFAULT: Failure to make payment as provided in paragraph 3 above shall result in all charges on the account being deemed as past due. Whether or not expressed in any quotation or invoice, all sums past due shall bear an interest charge of one and one half percent (1.5%) until paid in full. In addition, Customer agrees to reimburse and pay The Company for all expenses, costs, and attorney's fees. (including in-house counsel fees) incurred or expended by The Company in enforcing any of its rights hereunder and/or collecting any past due, whether or not a suit is commenced.
6. PURCHASE ORDERS: Issuance of a purchase order by Customer shall be deemed an acceptance of The Company's terms and conditions contained herein, notwithstanding anything to the contrary in Customer's purchase order documents. Customer acknowledges and agrees that issuance of purchase order creates no burden on the part of The Company to verify its accuracy or validity, and goods or services that are provided to Customer pursuant to a purchase order shall be the full responsibility and obligation of the Customer.
7. SHORTAGES AND/OR DEFECTIVE OR DAMAGED GOODS: Any alleged shortages and/or defective goods received by Customer in connection herewith must be reported in writing by Customer to The Company within 24 hours after delivery of said goods. Delivery of goods shall be subject to normal variations in weight, color, size, quantities, ect., as are industry standard. After 24 hours, Customer shall be deemed to have irrevocably accepted the goods, if not previously accepted. After such acceptance, Customer shall have no rights to reject the goods for any reason or revoke acceptance. Customer hereby agrees that 24 hours is a reasonable amount of time for inspection.
8. CANCELLATIONS AND RETURNS: Customer may not cancel any order of goods without The Company's express, written consent. After the commencement of production of goods, no cancellations shall be permitted.
9. GOVERNING LAW AND VENUE: Customer agrees that for and in consideration of The Company's extension of credit, this agreement is to be construed under the Law of the Province of Alberta. If legal action is brought to enforce this agreement that, Edmonton, Alberta, Canada shall be the exclusive jurisdiction and legal venue for said action.

**THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED IN THIS APPLICATION IS TRUE AND CORRECT, AND THAT THE UNDERSIGNED HAS READ AND AGREED TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. OFFICER OR OWNER SIGNATURE IS REQUIRED.**

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**SIGNATURE OF OWNER/OFFICER**

**PRINT NAME/TITLE**

**DATE**